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8 UNITED STATES DISTRICT COURT  
9 CENTRAL DISTRICT OF CALIFORNIA  
10 WESTERN DIVISION  
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12 DYNAMIC BEHAVIORAL HEALTH  
13 LLC dba MONTARE AT THE  
14 OASIS,

15 Plaintiff,

16 v.

17 AETNA HEALTH OF CALIFORNIA,  
18 INC., AETNA HEALTH AND LIFE  
19 INSURANCE COMPANY, and  
20 AETNA LIFE INSURANCE  
COMPANY, and DOES 1-10,

21 Defendants.  
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Case No. Case No. 2:25-cv-03701  
FLA (MBKx)

**[PROPOSED] STIPULATED  
PROTECTIVE ORDER**

Complaint Filed: April 25, 2025  
Trial Date: Not Set

1     **1. GENERAL**

2             1.1     Purposes and Limitations. Discovery in the above-captioned matter may  
3 involve the production, use, and disclosure of documents and information containing  
4 protected health information (including mental health and/or addiction treatment  
5 related information), trade secrets, and/or confidential commercial, personal, or  
6 financial information that is protected by law or as to which the producing party has  
7 a reasonable expectation of privacy. The Parties acknowledge and agree that it is  
8 appropriate to provide safeguards to prevent the public dissemination of such  
9 confidential information and to establish procedures to limit such use and disclosure.  
10 The Parties have mutually agreed that this is a protective order that meets the  
11 requirements of a “qualified protective order,” as that term is defined by 45 C.F.R.  
12 Part 164, as to any protected health information (“PHI”), as defined by 45 C.F.R. Part  
13 160, of Parties to be produced in discovery and mutually agree to remain in full  
14 compliance with any privacy requirements imposed by regulations promulgated under  
15 the Health Insurance Portability and Accountability Act of 1996 (45 C.F.R. Parts 160  
16 and 164). In order to limit disclosure and prevent the misuse of confidential and  
17 proprietary information, which may include but is not limited to PHI, for purposes  
18 other than the prosecution and defense of this action, the Parties hereby stipulate to  
19 the following terms of this Order governing the handling, disclosure and retention of  
20 confidential and highly confidential documents and information exchanged between  
21 the Parties regarding this action. Accordingly, the Parties have agreed to entry of this  
22 Order.

23             The parties acknowledge that this Order does not confer blanket protections on  
24 all disclosures or responses to discovery and that the protection it affords from public  
25 disclosure and use extends only to the limited information or items that are entitled to  
26 confidential treatment under the applicable legal principles. The parties further  
27 acknowledge that this Stipulated Protective Order does not entitle them to file  
28 confidential information under seal; Civil Local Rule 79-5 sets forth the procedures

1 that must be followed and the standards that will be applied when a party seeks  
2 permission from the Court to file material under seal.

3 1.2 Good Cause Statement.

4 This action is likely to involve protected health information (including mental  
5 health records), trade secrets, and/or confidential commercial, personal, or financial,  
6 information for which special protection from public disclosure and from use for any  
7 purpose other than prosecution of this action is warranted. Such confidential and  
8 proprietary materials and information consist of, among other things, mental health  
9 records of non-parties, confidential business or financial information, information  
10 regarding confidential business practices (including information implicating privacy  
11 rights of third parties), information otherwise generally unavailable to the public, or  
12 which may be privileged or otherwise protected from disclosure under state or federal  
13 statutes, court rules, case decisions, or common law. Accordingly, to expedite the  
14 flow of information, to facilitate the prompt resolution of disputes over confidentiality  
15 of discovery materials, to adequately protect information the parties are entitled to  
16 keep confidential, to ensure that the parties are permitted reasonable necessary uses  
17 of such material in preparation for and in the conduct of trial, to address their handling  
18 at the end of the litigation, and serve the ends of justice, a protective order for such  
19 information is justified in this matter. It is the intent of the parties that information  
20 will not be designated as confidential for tactical reasons and that nothing be so  
21 designated without a good faith belief that it has been maintained in a confidential,  
22 non-public manner, and there is good cause why it should not be part of the public  
23 record of this case.

24  
25 **2. DEFINITIONS**

26 2.1 Action: the above-captioned pending federal lawsuit: *Dynamic*  
27 *Behavioral Health LLC dba Montare at the Oasis v. Aetna Health of California, Inc.,*  
28 *et al.*, USDC Central District of California Case No. 2:25-cv-03701 FLA (MBKx).

1           2.2 Challenging Party: a Party or Non-Party that challenges the designation  
2 of information or items under this Order.

3           2.3 “CONFIDENTIAL” Information or Items: information (regardless of  
4 how it is generated, stored or maintained) or tangible things that qualify for protection  
5 under Federal Rule of Civil Procedure 26(c), and as specified above in the Good  
6 Cause Statement. This includes Confidential Health Information supplied in any form,  
7 or any portion thereof, that identifies an individual or subscriber in any manner and  
8 relates to the past, present, or future care, services, or supplies relating to the physical  
9 or mental health or condition of such individual or subscriber, the provision of health  
10 care to such individual or subscriber, or the past, present, or future payment for the  
11 provision of health care to such individual or subscriber. Confidential Health  
12 Information shall include, but is not limited to, claim data, claim forms, grievances,  
13 appeals, or other documents or records that contain any patient health information  
14 required to be kept confidential under any state or federal law, including 45 C.F.R.  
15 Parts 160 and 164 promulgated pursuant to the Health Insurance Portability and  
16 Accountability Act of 1996 (“HIPAA”) (*see* 45 C.F.R. §§ 164.501 & 160.103), and  
17 the following subscriber, patient, or member identifiers:

- 18           a. names;
- 19           b. all geographic subdivisions smaller than a State, including street  
20 address, city, county, precinct, and zip code;
- 21           c. all elements of dates (except year) for dates directly related to an  
22 individual, including birth date, admission date, discharge date,  
23 age, and date of birth;
- 24           d. telephone numbers;
- 25           e. fax numbers;
- 26           f. electronic email addresses;
- 27           g. social security numbers;
- 28           h. medical record numbers;

- i. health plan beneficiary numbers;
- j. account numbers;
- k. certificate/license numbers;
- l. vehicle identifiers and serial numbers, including license plate numbers;
- m. device identifiers and serial numbers;
- n. web universal resource locators (“URLs”);
- o. internet protocol (“IP”) address numbers;
- p. biometric identifiers, including finger and voice prints;
- q. full face photographic images and any comparable images; and/or
- r. any other unique identifying number, characteristic, or code.

This case may involve highly-sensitive information that is afforded stronger protections than those under HIPAA, including but not limited to genomic information, HIV-related information, information generated by a federally protected alcohol or substance abuse treatment program regulated under 42 C.F.R. Part 2, mental health treatment information, information relating to abortion or reproductive healthcare services or other personal healthcare information as to which disclosure is regulated by applicable state law. This information may be designated as “CONFIDENTIAL” and subject to all other terms and conditions governing the treatment of Confidential Information, and the parties are expressly authorized and Ordered to produce such information to the extent it is relevant and discoverable.

2.4 Counsel: Outside Counsel of Record and House Counsel (as well as their support staff).

2.5 Designating Party: a Party or Non-Party that designates information or items that it produces in disclosures or in responses to discovery as “CONFIDENTIAL.”

2.6 Disclosure or Discovery Material: all items or information, regardless of the medium or manner in which it is generated, stored, or maintained (including,

among other things, testimony, transcripts, and tangible things), that are produced or generated in disclosures or responses to discovery in this matter.

2.7 Expert: a person with specialized knowledge or experience in a matter pertinent to the litigation who has been retained by a Party or its counsel to serve as an expert witness or as a consultant in this Action.

2.8 House Counsel: attorneys who are employees of a party to this Action. House Counsel does not include Outside Counsel of Record or any other outside counsel.

2.9 Non-Party: any natural person, partnership, corporation, association, or other legal entity not named as a Party to this action.

2.10 Outside Counsel of Record: attorneys who are not employees of a party to this Action but are retained to represent or advise a party to this Action and have appeared in this Action on behalf of that party or are affiliated with a law firm that has appeared on behalf of that party, including support staff.

2.11 Party: any party to this Action, including all of its officers, directors, employees, consultants, retained experts, and Outside Counsel of Record (and their support staffs).

2.12 Producing Party: a Party or Non-Party that produces Disclosure or Discovery Material in this Action.

2.13 Professional Vendors: persons or entities that provide litigation support services (e.g., photocopying, videotaping, translating, preparing exhibits or demonstrations, and organizing, storing, or retrieving data in any form or medium) and their employees and subcontractors.

2.14 Protected Material: any Disclosure or Discovery Material that is designated as “CONFIDENTIAL.”

2.15 Receiving Party: a Party that receives Disclosure or Discovery Material from a Producing Party.

1     **3.     SCOPE**

2             The protections conferred by this Stipulation and Order cover not only  
3     Protected Material (as defined above), but also (1) any information copied or extracted  
4     from Protected Material; (2) all copies, excerpts, summaries, or compilations of  
5     Protected Material; and (3) any testimony, conversations, or presentations by Parties  
6     or their Counsel that might reveal Protected Material.

7             Any use of Protected Material at trial shall be governed by the orders of the  
8     trial judge. This Order does not govern the use of Protected Material at trial.

9  
10    **4.     DURATION**

11            Even after final disposition of this litigation, the confidentiality obligations  
12    imposed by this Order shall remain in effect until a Designating Party agrees  
13    otherwise in writing or a court order otherwise directs. Final disposition shall be  
14    deemed to be the later of (1) dismissal of all claims and defenses in this Action, with  
15    or without prejudice; and (2) final judgment herein after the completion and  
16    exhaustion of all appeals, rehearings, remands, trials, or reviews of this Action,  
17    including the time limits for filing any motions or applications for extension of time  
18    pursuant to applicable law.

19  
20    **5.     DESIGNATING PROTECTED MATERIAL**

21            5.1   Exercise of Restraint and Care in Designating Material for Protection.  
22    Each Party or Non-Party that designates information or items for protection under this  
23    Order must take care to limit any such designation to specific material that qualifies  
24    under the appropriate standards. The Designating Party must designate for protection  
25    only those parts of material, documents, items, or oral or written communications that  
26    qualify so that other portions of the material, documents, items, or communications  
27    for which protection is not warranted are not swept unjustifiably within the ambit of  
28    this Order.

Mass, indiscriminate, or routinized designations are prohibited. Designations that are shown to be clearly unjustified or that have been made for an improper purpose (e.g., to unnecessarily encumber the case development process or to impose unnecessary expenses and burdens on other parties) may expose the Designating Party to sanctions.

If it comes to a Designating Party's attention that information or items that it designated for protection do not qualify for protection, that Designating Party must promptly notify all other Parties that it is withdrawing the inapplicable designation.

5.2 Manner and Timing of Designations. Except as otherwise provided in this Order (see, e.g., second paragraph of section 5.2(a) below), or as otherwise stipulated or ordered, Disclosure or Discovery Material that qualifies for protection under this Order must be clearly so designated before the material is disclosed or produced.

Designation in conformity with this Order requires:

(a) for information in documentary form (e.g., paper or electronic documents, but excluding transcripts of depositions or other pretrial or trial proceedings), that the Producing Party affix, at a minimum, the legend "CONFIDENTIAL" (hereinafter "CONFIDENTIAL legend"), to each page that contains protected material. If only a portion or portions of the material on a page qualifies for protection, the Producing Party also must clearly identify the protected portion(s) (e.g., by making appropriate markings in the margins).

A Party or Non-Party that makes original documents available for inspection need not designate them for protection until after the inspecting Party has indicated which documents it would like copied and produced. During the inspection and before the designation, all of the material made available for inspection shall be deemed "CONFIDENTIAL." After the inspecting Party has identified the documents it wants copied and produced, the Producing Party must determine which documents, or portions thereof, qualify for protection under this Order. Then, before producing



the specified documents, the Producing Party must affix the “CONFIDENTIAL legend” to each page that contains Protected Material. If only a portion or portions of the material on a page qualifies for protection, the Producing Party also must clearly identify the protected portion(s) (e.g., by making appropriate markings in the margins).

(b) for testimony given in depositions that the Designating Party identify the Disclosure or Discovery Material on the record, before the close of the deposition.

(c) for information produced in some form other than documentary and for any other tangible items, that the Producing Party affix in a prominent place on the exterior of the container or containers in which the information is stored the legend “CONFIDENTIAL.” If only a portion or portions of the information warrants protection, the Producing Party, to the extent practicable, shall identify the protected portion(s).

5.3 Inadvertent Failures to Designate. If timely corrected, an inadvertent failure to designate qualified information or items does not, standing alone, waive the Designating Party’s right to secure protection under this Order for such material. Upon timely correction of a designation, the Receiving Party must make reasonable efforts to assure that the material is treated in accordance with the provisions of this Order.

## **6. CHALLENGING CONFIDENTIALITY DESIGNATIONS**

6.1 Timing of Challenges. Any Party or Non-Party may challenge a designation of confidentiality at any time that is consistent with the Court’s Scheduling Order.

6.2 Meet and Confer. The Challenging Party shall initiate the dispute resolution process under Local Rule 37-1, et seq., as modified by Judge Kaufman’s Procedures. See <https://www.cacd.uscourts.gov/honorable-michael-b-kaufman>. Any discovery motion must strictly comply with these procedures.

6.3 Burden. The burden of persuasion in any such challenge proceeding shall be on the Designating Party. Frivolous challenges, and those made for an improper purpose (e.g., to harass or impose unnecessary expenses and burdens on other parties) may expose the Challenging Party to sanctions. Unless the Designating Party has waived or withdrawn the confidentiality designation, all parties shall continue to afford the material in question the level of protection to which it is entitled under the Producing Party's designation until the Court rules on the challenge.

## 7. ACCESS TO AND USE OF PROTECTED MATERIAL

7.1 Basic Principles. A Receiving Party may use Protected Material that is disclosed or produced by another Party or by a Non-Party in connection with this Action only for prosecuting, defending, or attempting to settle this Action. Such Protected Material may be disclosed only to the categories of persons and under the conditions described in this Order. When the Action has been terminated, a Receiving Party must comply with the provisions of section 12 below (FINAL DISPOSITION).

Protected Material must be stored and maintained by a Receiving Party at a location and in a secure manner that ensures that access is limited to the persons authorized under this Order.

7.2 Disclosure of "CONFIDENTIAL" Information or Items. Unless otherwise ordered by the Court or permitted in writing by the Designating Party, a Receiving Party may disclose any information or item designated "CONFIDENTIAL" only to:

(a) the Receiving Party's Outside Counsel of Record in this Action, as well as employees of said Outside Counsel of Record to whom it is reasonably necessary to disclose the information for this Action;

(b) the officers, directors, and employees (including House Counsel) of the Receiving Party to whom disclosure is reasonably necessary for this Action;

(c) Experts (as defined in this Order) of the Receiving Party to whom disclosure is reasonably necessary for this Action and who have signed the “Acknowledgment and Agreement to Be Bound” (Exhibit A);

(d) the Court and its personnel;

(e) court reporters and their staff;

(f) professional jury or trial consultants, mock jurors, and Professional Vendors to whom disclosure is reasonably necessary for this Action and who have signed the “Acknowledgment and Agreement to Be Bound” (Exhibit A);

(g) the author or recipient of a document containing the information or a custodian or other person who otherwise possessed or knew the information;

(h) during their depositions, witnesses, and attorneys for witnesses, in the Action to whom disclosure is reasonably necessary provided: (1) the deposing party requests that the witness sign the form attached as Exhibit A hereto; and (2) they will not be permitted to keep any confidential information unless they sign the “Acknowledgment and Agreement to Be Bound” (Exhibit A), unless otherwise agreed by the Designating Party or ordered by the Court. Pages of transcribed deposition testimony or exhibits to depositions that reveal Protected Material may be separately bound by the court reporter and may not be disclosed to anyone except as permitted under this Stipulated Protective Order; and

(i) any mediator or settlement officer, and their supporting personnel, mutually agreed upon by any of the parties engaged in settlement discussions.

**8. PROTECTED MATERIAL SUBPOENAED OR ORDERED PRODUCED IN OTHER LITIGATION**

If a Party is served with a subpoena or a court order issued in other litigation that compels disclosure of any information or items designated in this Action as “CONFIDENTIAL,” that Party must:

1 (a) promptly notify in writing the Designating Party. Such notification shall  
2 include a copy of the subpoena or court order;

3 (b) promptly notify in writing the party who caused the subpoena or order to  
4 issue in the other litigation that some or all of the material covered by the subpoena  
5 or order is subject to this Protective Order. Such notification shall include a copy of  
6 this Stipulated Protective Order; and

7 (c) cooperate with respect to all reasonable procedures sought to be pursued  
8 by the Designating Party whose Protected Material may be affected.

9 If the Designating Party timely seeks a protective order, the Party served with  
10 the subpoena or court order shall not produce any information designated in this action  
11 as “CONFIDENTIAL” before a determination by the court from which the subpoena  
12 or order issued, unless the Party has obtained the Designating Party’s permission. The  
13 Designating Party shall bear the burden and expense of seeking protection in that court  
14 of its confidential material and nothing in these provisions should be construed as  
15 authorizing or encouraging a Receiving Party in this Action to disobey a lawful  
16 directive from another court.

17  
18 **9. UNAUTHORIZED DISCLOSURE OF PROTECTED MATERIAL**

19 If a Receiving Party learns that, by inadvertence or otherwise, it has disclosed  
20 Protected Material to any person or in any circumstance not authorized under this  
21 Stipulated Protective Order, the Receiving Party must immediately (a) notify in  
22 writing the Designating Party of the unauthorized disclosures, (b) use its best efforts  
23 to retrieve all unauthorized copies of the Protected Material, (c) inform the person or  
24 persons to whom unauthorized disclosures were made of all the terms of this Order,  
25 and (d) request such person or persons to execute the “Acknowledgment and  
26 Agreement to Be Bound” that is attached hereto as Exhibit A.

1     **10. INADVERTENT PRODUCTION OF PRIVILEGED OR OTHERWISE**  
2     **PROTECTED MATERIAL**

3         When a Producing Party gives notice to Receiving Parties that certain  
4     inadvertently produced material is subject to a claim of privilege or other protection,  
5     the obligations of the Receiving Parties are those set forth in Federal Rule of Civil  
6     Procedure 26(b)(5)(B). This provision is not intended to modify whatever procedure  
7     may be established in an e-discovery order that provides for production without prior  
8     privilege review. Pursuant to Federal Rule of Evidence 502(d) and (e), insofar as the  
9     parties reach an agreement on the effect of disclosure of a communication or  
10    information covered by the attorney-client privilege or work product protection, the  
11    parties may incorporate their agreement in the stipulated protective order submitted  
12    to the Court.

13  
14    **11. MISCELLANEOUS**

15         12.1 Right to Further Relief. Nothing in this Order abridges the right of any  
16     person to seek its modification by the Court in the future.

17         12.2 Right to Assert Other Objections. By stipulating to the entry of this  
18     Protective Order, no Party waives any right it otherwise would have to object to  
19     disclosing or producing any information or item on any ground not addressed in this  
20     Stipulated Protective Order. Similarly, no Party waives any right to object on any  
21     ground to use in evidence of any of the material covered by this Protective Order.

22         12.3 Filing Protected Material. A Party that seeks to file under seal any  
23     Protected Material must comply with Civil Local Rule 79-5. Protected Material may  
24     only be filed under seal pursuant to a court order authorizing the sealing of the specific  
25     Protected Material at issue; good cause must be shown in the request to file under  
26     seal. If a Party's request to file Protected Material under seal is denied by the Court,  
27     then the Receiving Party may file the information in the public record unless  
28     otherwise instructed by the Court.

1  
2 **12. FINAL DISPOSITION**

3 After the final disposition of this Action, as defined in Section 4 (DURATION),  
4 within 60 days of a written request by the Designating Party, each Receiving Party  
5 must return all Protected Material to the Producing Party or destroy such material. As  
6 used in this subdivision, “all Protected Material” includes all copies, abstracts,  
7 compilations, summaries, and any other format reproducing or capturing any of the  
8 Protected Material. Whether the Protected Material is returned or destroyed, the  
9 Receiving Party must submit a written certification to the Producing Party (and, if not  
10 the same person or entity, to the Designating Party) by the 60 day deadline that (1)  
11 identifies (by category, where appropriate) all the Protected Material that was returned  
12 or destroyed, and (2) affirms that the Receiving Party has not retained any copies,  
13 abstracts, compilations, summaries or any other format reproducing or capturing any  
14 of the Protected Material. Notwithstanding this provision, Counsel are entitled to  
15 retain an archival copy of all pleadings, motion papers, trial, deposition, and hearing  
16 transcripts, legal memoranda, correspondence, deposition and trial exhibits, expert  
17 reports, attorney work product, and consultant and expert work product, even if such  
18 materials contain Protected Material. Any such archival copies that contain or  
19 constitute Protected Material remain subject to this Protective Order as set forth in  
20 Section 4 (DURATION).

21  
22 **13. VIOLATION OF ORDER**

23 Any violation of this Order may be punished by any and all appropriate  
24 measures including, without limitation, contempt proceedings and/or monetary  
25 sanctions.

26  
27 **IT IS SO STIPULATED, THROUGH COUNSEL OF RECORD.**  
28

1 Dated: December 22, 2025

**POLSINELLI LLP**

2  
3 By: */s/ Zachary E. Rothenberg*

4 Zachary E. Rothenberg  
5 Tiffany Hansen  
6 Josh Arters, *Pro Hac Vice*

7 *Attorneys for Plaintiff*

8 Dated: December 22, 2025

**STRADLEY RONON STEVENS &  
YOUNG, LLP**

10  
11 By: */s/ David P. Piper*

12 David P. Piper  
13 Jordann Conaboy, *Pro Hac Vice*  
14 Ethan Scapellati

15 *Attorneys for Defendants*

16 **IT IS SO ORDERED.**

17  
18 DATED: December 23, 2025

19   
20 MICHAEL B. KAUFMAN  
21 UNITED STATES MAGISTRATE JUDGE  
22  
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**SIGNATURE ATTESTATION**

Pursuant to Local Rule 5-4.3.4(a)(2)(i), I, Zachary E. Rothenberg, hereby attest that David Piper, on whose behalf this filing is also submitted, has concurred in the content of this [Proposed] Stipulated Protective Order and has authorized its filing.

Dated: December 22, 2025

**POLSINELLI LLP**

By: */s/ Zachary E. Rothenberg*

Zachary E. Rothenberg  
Tiffany Hansen  
Josh Arters, *Pro Hac Vice*

*Attorneys for Plaintiff*



**EXHIBIT A**

**ACKNOWLEDGMENT AND AGREEMENT TO BE BOUND**

I, \_\_\_\_\_ **[print or type full name]**, of  
\_\_\_\_\_ **[print or type full address]**, declare under penalty  
of perjury that I have read in its entirety and understand the Stipulated Protective  
Order that was issued by the United States District Court for the Central District of  
California on \_\_\_\_\_ **[date]** in the case of \_\_\_\_\_  
**[insert formal name of the case and the number and initials assigned to it by  
the court]**. I agree to comply with and to be bound by all the terms of this Stipulated  
Protective Order and I understand and acknowledge that failure to so comply could  
expose me to sanctions and punishment in the nature of contempt. I solemnly  
promise that I will not disclose in any manner any information or item that is subject  
to this Stipulated Protective Order to any person or entity except in strict compliance  
with the provisions of this Order. I further agree to submit to the jurisdiction of the  
United States District Court for the Central District of California for the purpose of  
enforcing the terms of this Stipulated Protective Order, even if such enforcement  
proceedings occur after termination of this action. I hereby appoint \_\_\_\_\_  
**[print or type full name]** of \_\_\_\_\_ **[print or type full  
address and telephone number]** as my California agent for service of process in  
connection with this action or any proceedings related to enforcement of this  
Stipulated Protective Order.

Date: \_\_\_\_\_

City and State where sworn and signed: \_\_\_\_\_

Printed name: \_\_\_\_\_

Signature: \_\_\_\_\_